

ORIGINAL

SANDRA R. BROWN  
 Acting United States Attorney  
 LAWRENCE S. MIDDLETON  
 Assistant United States Attorney  
 Chief, Criminal Division  
 ALEXANDER B. SCHWAB (Cal. Bar No. 283421)  
 Assistant United States Attorney  
 OCDETF Section  
 1400 United States Courthouse  
 312 North Spring Street  
 Los Angeles, California 90012  
 Telephone: (213) 894-1259  
 Facsimile: (213) 894-0142  
 E-mail: alexander.schwab@usdoj.gov

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Attorneys for Plaintiff  
 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

No. CR 15-562-PSG

Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
ADNAN FAYEZ BAHHUR (#1)

v.

ADNAN FAYEZ BAHHUR, et al.,

Defendants.

1. This constitutes the plea agreement between defendant Adnan Fayeze Bahhur ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authority.

2. Defendant understands and agrees that this Agreement is part of a "package deal" in which the disposition of the case against defendant is tied to and conditioned on the disposition of cases against three other defendants, namely, HAKEEM ADNAN BAHHUR ("H. BAHHUR"), ISLAM ADNAN BAHHUR ("I. BAHHUR"), and MAESA ADNAN BAHHUR

1 ("M. BAHHUR"). Accordingly, defendant and the USAO agree that this  
2 Agreement and the obligations it creates will not become binding on  
3 the USAO and defendant unless and until: (a) defendant executes this  
4 Agreement and enters a guilty plea in accordance with this Agreement;  
5 (b) defendants H. BAHHUR and M. BAHHUR execute their plea agreements  
6 with the USAO and enter guilty pleas in accordance with those  
7 agreements; and (c) defendant I. BAHHUR executes his letter agreement  
8 with the USAO. Defendant acknowledges that defendant has discussed  
9 with defendant's attorney, and carefully considered, the possible  
10 advantages and disadvantages to defendant of entering into this  
11 Agreement as part of the package deal; defendant is entering into  
12 this Agreement as part of the package deal freely and voluntarily  
13 because defendant believes this Agreement and the package deal to be  
14 in defendant's best interests; and defendant is not entering into  
15 this Agreement as part of the package deal because of threats,  
16 coercion, or other undue influence by the USAO or by the other  
17 defendants who are part of the package deal, their counsel, or anyone  
18 acting on their behalf.

19 DEFENDANT'S OBLIGATIONS

20 3. Defendant agrees to:

21 a. Give up the right to indictment by a grand jury and,  
22 at the earliest opportunity requested by the USAO and provided by the  
23 Court, appear and plead guilty to a single-count information in the  
24 form attached to this agreement as Exhibit A or a substantially  
25 similar form, which charges defendant with conspiracy to manufacture,  
26 possess with intent to distribute, and distribute controlled  
27 substance analogues, in violation of 18 U.S.C. § 371.

28 b. Not contest facts agreed to in this agreement.

1 c. Abide by all agreements regarding sentencing contained  
2 in this agreement.

3 d. Appear for all court appearances, surrender as ordered  
4 for service of sentence, obey all conditions of any bond, and obey  
5 any other ongoing court order in this matter.

6 e. Not commit any crime; however, offenses that would be  
7 excluded for sentencing purposes under United States Sentencing  
8 Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not  
9 within the scope of this agreement.

10 f. Be truthful at all times with Pretrial Services, the  
11 United States Probation Office, and the Court.

12 g. Pay the applicable special assessment at or before the  
13 time of sentencing unless defendant lacks the ability to pay and  
14 prior to sentencing submits a completed financial statement on a form  
15 to be provided by the USAO.

16 FORFEITURE AND FINANCIAL ACCOUNTABILITY

17 4. Defendant further agrees:

18 a. Truthfully to disclose to law enforcement officials,  
19 at a date and time to be set by the USAO, the location of,  
20 defendant's ownership interest in, and all other information known to  
21 defendant about, all monies, properties, and/or assets of any kind,  
22 derived from or acquired as a result of, or used to facilitate the  
23 commission of, defendant's illegal activities, and to forfeit all  
24 right, title, and interest in and to such items, which defendant  
25 admits constitute the proceeds of defendant's illegal activity in  
26 violation of 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461.

27 b. To the Court's entry of an order of forfeiture at or  
28 before sentencing with respect to these assets and to the forfeiture

1 of the assets.

2 c. To take whatever steps are necessary to pass to the  
3 United States clear title to the assets described above, including,  
4 without limitation, the execution of a consent decree of forfeiture  
5 and the completing of any other legal documents required for the  
6 transfer of title to the United States.

7 d. Not to contest any administrative forfeiture  
8 proceedings or civil judicial proceedings commenced against these  
9 properties pursuant 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461.  
10 With respect to any criminal forfeiture ordered as a result of this  
11 plea agreement, defendant waives the requirements of Federal Rules  
12 of Criminal Procedure 32.2 and 43(a) regarding notice of the  
13 forfeiture in the charging instrument, announcements of the  
14 forfeiture sentencing, and incorporation of the forfeiture in the  
15 judgment. Defendant acknowledges that forfeiture of the assets is  
16 part of the sentence that may be imposed in this case and waives any  
17 failure by the Court to advise defendant of this, pursuant to Federal  
18 Rule of Criminal Procedure 11(b)(1)(J), at the time the Court accepts  
19 defendant's guilty plea.

20 e. Not to assist any other individual in any effort  
21 falsely to contest the forfeiture of the assets described above.

22 f. Not to claim that reasonable cause to seize the assets  
23 was lacking.

24 g. To prevent the transfer, sale, destruction, or loss of  
25 any and all assets described above to the extent defendant has the  
26 ability to do so.

27 h. To fill out and deliver to the USAO a completed  
28 financial statement listing defendant's assets on a form provided by

1 the USAO.

2 i. That forfeiture of assets described above shall not be  
3 counted toward satisfaction of any special assessment, fine,  
4 restitution, costs, or other penalty the Court may impose.

5 THE USAO'S OBLIGATIONS

6 5. The USAO agrees to:

7 a. Not contest facts agreed to in this agreement.

8 b. Abide by all agreements regarding sentencing contained  
9 in this agreement.

10 c. At the time of sentencing, move to dismiss the  
11 underlying indictment as against defendant. Defendant agrees,  
12 however, that at the time of sentencing the Court may consider any  
13 dismissed charges in determining the applicable Sentencing Guidelines  
14 range, the propriety and extent of any departure from that range, and  
15 the sentence to be imposed.

16 d. At the time of sentencing, provided that defendant  
17 demonstrates an acceptance of responsibility for the offense up to  
18 and including the time of sentencing, recommend a two-level reduction  
19 in the applicable Sentencing Guidelines offense level, pursuant to  
20 USSG § 3E1.1, and recommend and, if necessary, move for an additional  
21 one-level reduction if available under that section.

22 NATURE OF THE OFFENSE

23 6. Defendant understands that for defendant to be guilty of  
24 the crime charged in the sole count of the information, that is,  
25 conspiracy to manufacture, possess with intent to distribute, and  
26 distribute controlled substance analogues, in violation of 18 U.S.C.  
27 § 371, the following must be true: (1) there was an agreement between  
28 two or more persons to manufacture, possess with intent to

1 distribute, and distribute controlled substance analogues, in  
2 violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C) and 813; (2) defendant  
3 joined in the agreement knowing of its purpose and intending to help  
4 accomplish that purpose; (3) defendant knew that the XLR-11 was  
5 intended for human consumption; (4) XLR-11 has a stimulant,  
6 depressant, or hallucinogenic effect on the central nervous system  
7 that is substantially similar to or greater than the stimulant,  
8 depressant, or hallucinogenic effect on the central nervous system of  
9 a Schedule I or Schedule II controlled substance or is represented or  
10 intended to have a stimulant, depressant, or hallucinogenic effect  
11 on the central nervous system that is substantially similar to or  
12 greater than the stimulant, depressant or hallucinogenic effect on  
13 the central nervous system of a Schedule I or Schedule II controlled  
14 substance; (5) defendant knew either that XLR-11 was controlled  
15 either as a scheduled substance or as a controlled substance  
16 analogue, or that it had a substantially similar chemical structure  
17 to a Schedule I or Schedule II controlled substance; and (6) one of  
18 the members of the conspiracy performed at least one overt act for  
19 the purpose of carrying out the conspiracy.

#### 20 PENALTIES

21 7. Defendant understands that the statutory maximum sentence  
22 that the Court can impose for a violation of 18 U.S.C. § 371, is:  
23 five years' imprisonment; a three-year period of supervised release;  
24 a fine of \$250,000 or twice the gross gain or gross loss resulting  
25 from the offense, whichever is greatest; and a mandatory special  
26 assessment of \$100.

27 8. Defendant understands that supervised release is a period  
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that  
2 if defendant violates one or more of the conditions of any supervised  
3 release imposed, defendant may be returned to prison for all or part  
4 of the term of supervised release authorized by statute for the  
5 offense that resulted in the term of supervised release.

6 9. The Court will also order forfeiture of the property listed  
7 in the forfeiture allegation of the indictment, pursuant to 18 U.S.C.  
8 § 981(a)(1)(C) and 28 U.S.C. § 2461, or substitute assets up to the  
9 value of that property.

10 10. Defendant understands that, by pleading guilty, defendant  
11 may be giving up valuable government benefits and valuable civic  
12 rights, such as the right to vote, the right to possess a firearm,  
13 the right to hold office, and the right to serve on a jury.  
14 Defendant understands that once the court accepts defendant's guilty  
15 plea, it will be a federal felony for defendant to possess a firearm  
16 or ammunition. Defendant understands that the conviction in this  
17 case may also subject defendant to various other collateral  
18 consequences, including but not limited to revocation of probation,  
19 parole, or supervised release in another case and suspension or  
20 revocation of a professional license. Defendant understands that  
21 unanticipated collateral consequences will not serve as grounds to  
22 withdraw defendant's guilty plea.

23 11. Defendant understands that, if defendant is not a United  
24 States citizen, the felony conviction in this case may subject  
25 defendant to: removal, also known as deportation, which may, under  
26 some circumstances, be mandatory; denial of citizenship; and denial  
27 of admission to the United States in the future. The court cannot,  
28 and defendant's attorney also may not be able to, advise defendant

1 fully regarding the immigration consequences of the felony conviction  
2 in this case. Defendant understands that unexpected immigration  
3 consequences will not serve as grounds to withdraw defendant's guilty  
4 plea.

5 FACTUAL BASIS

6 12. Defendant admits that defendant is, in fact, guilty of the  
7 offense to which defendant is agreeing to plead guilty. Defendant  
8 and the USAO agree to the statement of facts provided below and agree  
9 that this statement of facts is sufficient to support a plea of  
10 guilty to the charge described in this agreement but is not meant to  
11 be a complete recitation of all facts relevant to the underlying  
12 criminal conduct or all facts known to either party that relate to  
13 that conduct.

14 Since March 1, 2011, JWH-018, a synthetic cannabinoid, has been  
15 classified as a Schedule I controlled substance. XLR-11 is a  
16 synthetic cannabinoid that is among the analogues of JWH-018. As an  
17 analogue of JWH-018, XLR-11 has a substantially similar chemical  
18 structure and a stimulant, depressant, or hallucinogenic effect on  
19 the central nervous system that is substantially similar to that of  
20 JWH-018, which itself mimics the effects of tetrahydrocannabinol  
21 (THC). XLR-11 can be mixed with other agents, such as acetone, to  
22 generate a mixture sprayed onto plant material to create a smokable  
23 synthetic cannabinoid ("SSC"), often referred to as "spice."

24 Beginning on a date unknown and continuing to approximately May  
25 30, 2013, in Los Angeles, Orange, and Riverside Counties, within the  
26 Central District of California, and elsewhere, defendant conspired  
27 and agreed with others to knowingly and intentionally manufacture,  
28 possess with intent to distribute, and distribute SSCs containing a



1 detectable amount of XLR-11, knowing that the substances were  
2 intended for human consumption and knowing that XLR-11 was a  
3 controlled substance analogue. And, during the course of the  
4 conspiracy, members performed overt acts for the purpose of carrying  
5 out the conspiracy. Specifically, defendant ran a business in which  
6 he would purchase, or cause others, including his daughter, M.  
7 BAHHUR, to purchase, XLR-11 in its chemical form. The XLR-11 would  
8 then be shipped from suppliers in China, often under false labels, to  
9 recipients designated by defendant. Defendant would oversee the  
10 manufacture and sale of SSCs treated with the XLR-11 he purchased at  
11 his business, "Glass 'R' Us," located in Fullerton, California. He  
12 also directed his sons, H. BAHHUR and I. BAHHUR, to manufacture,  
13 transport, and sell these SSCs and deposit the proceeds of SSC sales  
14 into bank accounts over which defendant exercised control.

15 For example, defendant instructed I. BAHHUR on August 29, 2011,  
16 to package SSCs for sale, and, on July 4, 2012, I. BAHHUR deposited  
17 roughly \$2,700 in SSC proceeds into a bank account controlled by  
18 defendant. Additionally, on January 10, 2013, defendant and a co-  
19 conspirator manufactured SSCs at a warehouse leased by codefendant  
20 Yasir Harb.

21 Over the course of the conspiracy, defendant ordered or intended  
22 receipt of several shipments of XLR-11 in its chemical form that were  
23 ultimately intercepted by law enforcement. For example, on or about  
24 September 14, 2012, defendant received approximately 20 kilograms of  
25 XLR-11 during a controlled delivery by law enforcement at his Glass  
26 "R" Us business in Fullerton. On or about December 18, 2012, law  
27 enforcement intercepted approximately 3 kilograms of XLR-11 that had  
28 been ordered by defendant and that had been mislabeled "sodium

1 alginate." And, on or about January 22, 2013, law enforcement  
2 intercepted an additional nine kilograms of XLR-11 from five separate  
3 packages that had been ordered by defendant, which were mislabeled  
4 "zeolite" or "BNX565." These interdicted shipments collectively  
5 contained approximately 32 kilograms of actual XLR-11 in its chemical  
6 form -- a quantity that defendant had either actual knowledge of or  
7 was reasonably foreseeable to him -- that defendant either intended  
8 to use personally in the manufacture of SSCs or intended to have  
9 shipped to other individuals for use in manufacturing SSCs.

10 SENTENCING FACTORS

11 13. Defendant understands that in determining defendant's  
12 sentence the Court is required to calculate the applicable Sentencing  
13 Guidelines range and to consider that range, possible departures  
14 under the Sentencing Guidelines, and the other sentencing factors set  
15 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
16 Sentencing Guidelines are advisory only, that defendant cannot have  
17 any expectation of receiving a sentence within the calculated  
18 Sentencing Guidelines range, and that after considering the  
19 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
20 be free to exercise its discretion to impose any sentence it finds  
21 appropriate between the mandatory minimum and up to the maximum set  
22 by statute for the crime of conviction.

23 14. Except as set forth in paragraph 4 above, defendant and the  
24 USAO have no agreement as to the appropriate sentence or the  
25 applicable Sentencing Guidelines factors. Except as set forth in  
26 paragraph 4, both parties reserve the right to seek any sentence  
27 within the statutory maximum, and to argue for any criminal history  
28 score and category, base offense level, specific offense

1 characteristics, adjustments, departures, and variances.

2 15. Defendant understands that there is no agreement as to  
3 defendant's criminal history or criminal history category.

4 16. Defendant and the USAO reserve the right to argue for a  
5 sentence outside the sentencing range established by the Sentencing  
6 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
7 (a)(2), (a)(3), (a)(6), and (a)(7).

8 WAIVER OF CONSTITUTIONAL RIGHTS

9 17. Defendant understands that by pleading guilty, defendant  
10 gives up the following rights:

11 a. The right to persist in a plea of not guilty.

12 b. The right to a speedy and public trial by jury.

13 c. The right to be represented by counsel -- and if  
14 necessary have the court appoint counsel -- at trial. Defendant  
15 understands, however, that, defendant retains the right to be  
16 represented by counsel -- and if necessary have the court appoint  
17 counsel -- at every other stage of the proceeding.

18 d. The right to be presumed innocent and to have the  
19 burden of proof placed on the government to prove defendant guilty  
20 beyond a reasonable doubt.

21 e. The right to confront and cross-examine witnesses  
22 against defendant.

23 f. The right to testify and to present evidence in  
24 opposition to the charges, including the right to compel the  
25 attendance of witnesses to testify.

26 g. The right not to be compelled to testify, and, if  
27 defendant chose not to testify or present evidence, to have that  
28 choice not be used against defendant.

1           h. Any and all rights to pursue any affirmative defenses,  
2 Fourth Amendment or Fifth Amendment claims, and other pretrial  
3 motions that have been filed or could be filed.

4                           WAIVER OF APPEAL OF CONVICTION

5           18. Defendant understands that, with the exception of an appeal  
6 based on a claim that defendant's guilty plea was involuntary, by  
7 pleading guilty defendant is waiving and giving up any right to  
8 appeal defendant's conviction on the offense to which defendant is  
9 pleading guilty.

10                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

11           19. Defendant agrees that, provided the Court imposes a total  
12 term of imprisonment on the count of conviction at or below the  
13 statutory maximum specified above, defendant gives up the right to  
14 appeal all of the following: (a) the procedures and calculations used  
15 to determine and impose any portion of the sentence; (b) the term of  
16 imprisonment imposed by the Court; (c) the fine imposed by the court,  
17 provided it is within the statutory maximum; (d) the term of  
18 probation or supervised release imposed by the Court, provided it is  
19 within the statutory maximum; and (e) any of the following conditions  
20 of probation or supervised release imposed by the Court: the  
21 conditions set forth in General Orders 318, 01-05, and/or 05-02 of  
22 this Court; the drug testing conditions mandated by 18 U.S.C.  
23 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
24 authorized by 18 U.S.C. § 3563(b)(7).

25           20. The USAO agrees that, provided all portions of the sentence  
26 are at or below the statutory maximum specified above, the USAO gives  
27 up its right to appeal any portion of the sentence.

1                   RESULT OF WITHDRAWAL OF GUILTY PLEA

2           21. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement; and (b) should the USAO choose to  
8 pursue any charge that was either dismissed or not filed as a result  
9 of this agreement, then (i) any applicable statute of limitations  
10 will be tolled between the date of defendant's signing of this  
11 agreement and the filing commencing any such action; and  
12 (ii) defendant waives and gives up all defenses based on the statute  
13 of limitations, any claim of pre-indictment delay, or any speedy  
14 trial claim with respect to any such action, except to the extent  
15 that such defenses existed as of the date of defendant's signing this  
16 agreement.

17                   RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

18           22. Defendant agrees that if the count of conviction is  
19 vacated, reversed, or set aside, both the USAO and defendant will be  
20 released from all their obligations under this agreement.

21                   EFFECTIVE DATE OF AGREEMENT

22           23. This agreement is effective upon signature and execution of  
23 all required certifications by defendant, defendant's counsel, and an  
24 Assistant United States Attorney.

25                   BREACH OF AGREEMENT

26           24. Defendant agrees that if defendant, at any time after the  
27 signature of this agreement and execution of all required  
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of  
2 defendant's obligations under this agreement ("a breach"), the USAO  
3 may declare this agreement breached. All of defendant's obligations  
4 are material, a single breach of this agreement is sufficient for the  
5 USAO to declare a breach, and defendant shall not be deemed to have  
6 cured a breach without the express agreement of the USAO in writing.  
7 If the USAO declares this agreement breached, and the Court finds  
8 such a breach to have occurred, then: (a) if defendant has previously  
9 entered a guilty plea pursuant to this agreement, defendant will not  
10 be able to withdraw the guilty plea, and (b) the USAO will be  
11 relieved of all its obligations under this agreement.

12 25. Following the Court's finding of a knowing breach of this  
13 agreement by defendant, should the USAO choose to pursue any charge  
14 or any civil, administrative, or regulatory action that was either  
15 dismissed or not filed as a result of this agreement, then:

16 a. Defendant agrees that any applicable statute of  
17 limitations is tolled between the date of defendant's signing of this  
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on  
20 the statute of limitations, any claim of pre-indictment delay, or any  
21 speedy trial claim with respect to any such action, except to the  
22 extent that such defenses existed as of the date of defendant's  
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by  
25 defendant, under oath, at the guilty plea hearing (if such a hearing  
26 occurred prior to the breach); (ii) the agreed to factual basis  
27 statement in this agreement; and (iii) any evidence derived from such  
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under  
2 the United States Constitution, any statute, Rule 410 of the Federal  
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
4 Procedure, or any other federal rule, that the statements or any  
5 evidence derived from the statements should be suppressed or are  
6 inadmissible.

7 COURT AND PROBATION OFFICE NOT PARTIES

8 26. Defendant understands that the Court and the United States  
9 Probation Office are not parties to this agreement and need not  
10 accept any of the USAO's sentencing recommendations or the parties'  
11 agreements to facts or sentencing factors.

12 27. Defendant understands that both defendant and the USAO are  
13 free to: (a) supplement the facts by supplying relevant information  
14 to the United States Probation Office and the Court, and (b) correct  
15 any and all factual misstatements relating to the Court's Sentencing  
16 Guidelines calculations and determination of sentence. While this  
17 paragraph permits both the USAO and defendant to submit full and  
18 complete factual information to the United States Probation Office  
19 and the Court, even if that factual information may be viewed as  
20 inconsistent with the facts agreed to in this agreement, this  
21 paragraph does not affect defendant's and the USAO's obligations not  
22 to contest the facts agreed to in this agreement.

23 28. Defendant understands that even if the Court ignores any  
24 sentencing recommendation, finds facts or reaches conclusions  
25 different from those agreed to, and/or imposes any sentence up to the  
26 maximum established by statute, defendant cannot, for that reason,  
27 withdraw defendant's guilty plea, and defendant will remain bound to  
28 fulfill all defendant's obligations under this agreement. Defendant

1 understands that no one -- not the prosecutor, defendant's attorney,  
 2 or the Court -- can make a binding prediction or promise regarding  
 3 the sentence defendant will receive, except that it will be within  
 4 the statutory maximum.

5 NO ADDITIONAL AGREEMENTS

6 29. Defendant understands that, except as set forth herein,  
 7 there are no promises, understandings, or agreements between the USAO  
 8 and defendant or defendant's attorney, and that no additional  
 9 promise, understanding, or agreement may be entered into unless in a  
 10 writing signed by all parties or on the record in court.

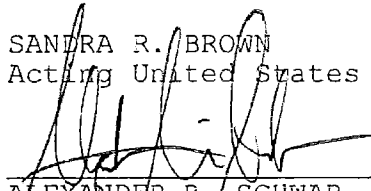
11 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

12 30. The parties agree that this agreement will be considered  
 13 part of the record of defendant's guilty plea hearing as if the  
 14 entire agreement had been read into the record of the proceeding.

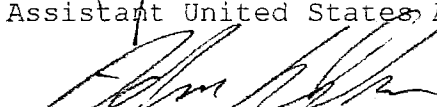
15 AGREED AND ACCEPTED

16 UNITED STATES ATTORNEY'S OFFICE  
 17 FOR THE CENTRAL DISTRICT OF  
 18 CALIFORNIA

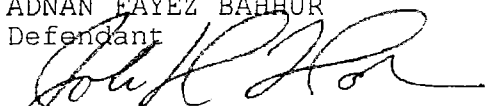
18 SANDRA R. BROWN  
 19 Acting United States Attorney

20   
 21 ALEXANDER B. SCHWAB  
 22 Assistant United States Attorney

20 July 12, 2017  
 Date

23   
 24 ADNAN FAYEZ BAHHUR  
 25 Defendant

23 June - 30 - 2017  
 Date

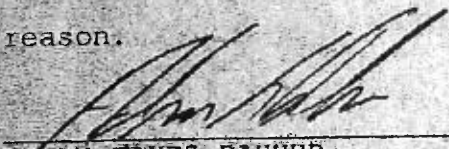
25   
 26 JOHN H. HOBSON  
 27 Attorney for Defendant  
 28 ADNAN FAYEZ BAHHUR

25 June 30, 2017  
 Date



CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

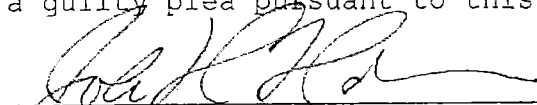
  
 ADNAN FAYEZ BAHHUR  
 Defendant

July-11-2017  
 Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am ADNAN FAYEZ BAHHUR's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.  
2 To my knowledge: no promises, inducements, or representations of any  
3 kind have been made to my client other than those contained in this  
4 agreement; no one has threatened or forced my client in any way to  
5 enter into this agreement; my client's decision to enter into this  
6 agreement is an informed and voluntary one; and the factual basis set  
7 forth in this agreement is sufficient to support my client's entry of  
8 a guilty plea pursuant to this agreement.

9 

10 JOHN H. HOBSON  
11 Attorney for Defendant  
ADNAN FAYEZ BAHHUR

June 30, 2017  
Date

# **EXHIBIT A**



UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ADNAN FAYEZ BAHHUR,  
aka "Tom,"  
aka "Bob,"  
aka "Abu Islam,"  
aka "Abo Islam,"  
aka "Tommy Gun,"  
aka "Abu Hajrah,"

Defendant.

No. CR 15-562(A)-PSG

F I R S T  
S U P E R S E D I N G  
I N F O R M A T I O N

[18 U.S.C. § 371: Conspiracy to  
Manufacture, Possess with Intent  
to Distribute, and Distribute  
Controlled Substance Analogues]

The Acting United States Attorney charges:

[18 U.S.C. § 371]

A. GENERAL ALLEGATIONS

1. The Controlled Substance Analogue Enforcement Act of 1986 (the "Analogue Act") makes unlawful the manufacture, dispensing, and possession of controlled substance analogues. A controlled substance analogue is a substance which is substantially similar to the chemical structure of a Schedule I or Schedule II controlled substance and which has either a stimulant, depressant, or hallucinogenic effect on the central

1 nervous system that is substantially similar to or greater than  
2 that of the chemically analogous Schedule I or Schedule II  
3 controlled substance, or is represented or intended to have such  
4 an effect. A controlled substance analogue intended for human  
5 consumption is treated as a Schedule I or Schedule II controlled  
6 substance for purposes of the Controlled Substances Act.

7 2. Since March 1, 2011, 1-pentyl-3-(1-naphthoyl)indole  
8 ("JWH-018") has been classified as a Schedule I controlled  
9 substance which has a depressant and hallucinogenic effect on  
10 the central nervous system. JWH-018 is a synthetic cannabinoid.

11 3. The synthetic cannabinoid 1-(5-fluoropentyl)-3-  
12 (2,2,3,3-tetramethylcyclopropoyl)indole, also known as ("aka")  
13 "5F," aka "5-Flouoro-144," aka "XLR-11" ("XLR-11"), is among the  
14 analogues of JWH-018. As an analogue of JWH-018, XLR-11 can be  
15 mixed with agents, such as acetone, to generate a mixture that  
16 is sprayed onto plant material, such as marshmallow leaf or  
17 damania leaf, to create synthetic marijuana (commonly referred  
18 to as "spice" or "herbal incense"). Such synthetic cannabinoids  
19 are smoked or orally ingested, and are referred to as smokable  
20 synthetic cannabinoids ("SSCs").

21 4. On May 16, 2013, XLR-11 became a Schedule I Controlled  
22 Substance.

23 B. OBJECTS OF THE CONSPIRACY

24 Beginning on a date unknown, and continuing to  
25 approximately on or about May 30, 2013, in Los Angeles, Orange,  
26 and Riverside Counties, within the Central District of  
27 California, and elsewhere, defendant ADNAN FAYEZ BAHHUR, also  
28 known as ("aka") "Tom," aka "Bob," aka "Abu Islam," aka "Abo

1 Islam," aka "Tommy Gun," aka "Abu Hajrah" ("BAHHUR"), and others  
2 known and unknown, conspired and agreed with each other to  
3 knowingly and intentionally manufacture, possess with intent to  
4 distribute, and distribute SSCs, knowing that the SSCs were  
5 intended for human consumption, in violation of Title 21, United  
6 States Code, Sections 813, 841(a)(1) and (b)(1)(C).

7 C. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE  
8 ACCOMPLISHED

9 The objects of the conspiracy were to be accomplished, in  
10 substance, as follows:

11 1. Defendant BAHHUR would purchase and cause co-  
12 conspirators to purchase XLR-11 in chemical form for the purpose  
13 of resale and usage in the manufacture of SSCs, would oversee  
14 the manufacture and sale of SSC products, and would direct the  
15 collection of proceeds from the sale of SSCs.

16 2. Co-conspirators would assist defendant BAHHUR in  
17 procuring XLR-11, in obtaining packaging for manufactured SSCs,  
18 in distributing SSC products containing XLR-11, and in handling  
19 proceeds of SSC sales.

20 3. Co-conspirators would manufacture, transport, and sell  
21 SSC products containing XLR-11 and would direct the deposit of  
22 proceeds of SSC sales into bank accounts controlled by the  
23 BAHHUR family, at the direction of defendant BAHHUR and others.

24 D. OVERT ACTS

25 In furtherance of the conspiracy, and to accomplish the  
26 objects of the conspiracy, on or about the following dates,  
27 defendant BAHHUR, and others known and unknown, committed  
28

1 various overt acts within the Central District of California,  
2 and elsewhere, including, but not limited to, the following:

3 1. On July 4, 2012, a co-conspirator ("Co-Conspirator A")  
4 deposited \$2,700, cash proceeds from the sale of SSCs, into a  
5 bank account controlled by defendant BAHHUR.

6 2. On September 10, 2012, defendant BAHHUR ordered XLR-11  
7 to be delivered to a post office box controlled by a co-  
8 conspirator ("Co-Conspirator B").

9 3. On September 14, 2012, Co-Conspirator B delivered a  
10 package of approximately 20 kilograms of XLR-11, packaged in  
11 bags marked "5F," to defendant BAHHUR and Co-Conspirator A at  
12 the business location for Glass "R" Us in Fullerton, California.

13 4. On September 14, 2012, defendant BAHHUR, Co-  
14 Conspirator A, and another co-conspirator ("Co-Conspirator D")  
15 possessed SSCs containing XLR-11, and paraphernalia for the  
16 manufacture of SSCs, at the Glass "R" Us business location in  
17 Fullerton, California.

18 5. On December 18, 2012, defendant BAHHUR caused an  
19 unindicted co-conspirator in China to send approximately three  
20 kilograms of SSCs containing XLR-11, mislabeled as "sodium  
21 alginate," to an unindicted co-conspirator in Fullerton,  
22 California.

23 6. On January 10, 2013, defendant BAHHUR and an  
24 unidentified co-conspirator manufactured SSCs at a warehouse  
25 leased by a co-conspirator ("Co-Conspirator E").

26 7. On January 11, 2013, defendant BAHHUR emailed an  
27 unindicted co-conspirator in China seeking to order SSC  
28 chemicals and SSC packaging paraphernalia.

1           8.    On January 11, 2013, the unindicted co-conspirator in  
2 China e-mailed defendant BAHHUR and confirmed that ten kilograms  
3 of XLR-11 would be sent to defendant BAHHUR, such that two  
4 kilograms would be sent to Co-Conspirator E, two shipments of  
5 two kilograms would be sent to an unindicted co-conspirator in  
6 Fullerton, California, two kilograms would be sent to Co-  
7 Conspirator D, and two kilograms would be sent to another  
8 unindicted co-conspirator.

9           9.    On January 22, 2013, defendant BAHHUR caused an  
10 unindicted co-conspirator in China to send approximately one  
11 kilogram of XLR-11 by International Express Mail to Co-  
12 Conspirator E at a business location Co-Conspirator E maintained  
13 in Perris, California.

14           10. On January 22, 2013, defendant BAHHUR caused an  
15 unindicted co-conspirator in China to send approximately one  
16 kilogram of XLR-11 by International Express Mail to Co-  
17 Conspirator E at a business location Co-Conspirator E maintained  
18 in Perris, California.

19           11. On January 22, 2013, defendant BAHHUR caused an  
20 unindicted co-conspirator in China to send approximately one  
21 kilogram of XLR-11, mislabeled as "zeolite," by International  
22 Express Mail to an unindicted co-conspirator in Fullerton,  
23 California.

24           12. On January 22, 2013, defendant BAHHUR caused an  
25 unindicted co-conspirator in China to send approximately three  
26 kilograms of SSCs containing XLR-11, mislabeled as "zeolite," by  
27 International Express Mail to defendants BAHHUR and Co-  
28



1 Conspirator D, at a post office box they maintained in  
2 Fullerton, California.

3 13. On May 13, 2013, Co-Conspirator D possessed \$33,900 in  
4 cash proceeds from sales of SSCs along with pay-owe sheets  
5 reflecting sales of SSCs.

6  
7 SANDRA R. BROWN  
8 Acting United States Attorney  
9

10 LAWRENCE S. MIDDLETON  
11 Assistant United States Attorney  
12 Chief, Criminal Division

13 KEVIN M. LALLY  
14 Assistant United States Attorney  
15 Chief, Organized Crime Drug  
16 Enforcement Task Force Section

17 BENJAMIN R. BARRON  
18 Assistant United States Attorney  
19 Deputy Chief, Organized Crime  
20 Drug Enforcement Task Force Section

21 ALEXANDER BAIER SCHWAB  
22 Assistant United States Attorney  
23 Organized Crime Drug Enforcement  
24 Task Force Section  
25  
26  
27  
28